

No. 11(112)-Lab-79/7016.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak, in respect of the dispute between the workman and the management of M/s. The Gurgaon Central Co-operative Bank Ltd., Gurgaon :—

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT.  
HARYANA, ROHTAK.

Reference No. 72 of 1977

between

SHRI RATTAN KISHORE, WORKMAN AND  
THE MANAGEMENT OF M/S THE GURGAON CENTRAL CO-OP. BANK LTD.,  
GURGAON.

Present :

Shri Madhu Sudan, for the workman.

Shri S. L. Gupta, for the management.

#### AWARD

By order No. ID/GG/255/23778, dated 20th June, 1977, the Governor of Haryana referred the following dispute between the management of M/s. The Gurgaon Central Co-op. Bank Ltd., Gurgaon, and its workman Shri Rattan Kishore to this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

"Whether the termination of service of Shri Rattan Kishore was justified and in order? If not, to what relief is he entitled?"

On receipt of order of reference, notices were issued to the parties and the parties filed their pleadings. On the pleadings of the parties the following issues were framed in this case by my Learned Predecessor on 31st August, 1977 :—

1. Whether the workman resigned his job voluntarily and the resignation was duly accepted by the management concerned before it was withdrawn?
2. If not, as per reference ?

And fixed the case for the evidence of the management on 15th December, 1977 the management examined three witnesses, Shri D. R. Sharma, Manager, Gurgaon Central Co-op. Bank Ltd., Gurgaon as M.W. 1 Shri Udmiram, Development Officer, Mohindergarh Central Co-op. Bank Ltd., Mohindergarh the then Assistant Manager of the management as MW-2, Shri Shadi Lal, Retired Deputy Registrar Co-op. Societies, Haryana the then Administrator of the Bank as MW 3 and tendered in evidence. Ex. MW-1 undertaking given by the workman for payment of the outstanding amount of Rs 28,000 if not recovered from the concerned parties. Ex. MW-2 resignation letter of the workman alongwith Endorsement No. Ex. M. 2/A and Ex. M-3 a copy of the resignation dated 19th January, 1976, accepting the resignation of the workman and tendered the file regarding quarterly inspection alongwith the report submitted by the Assistant Manager to the Bank regarding inspection, dated 17th December, 1975, as Ex. M-4 M. W-1 stated that Shri Rattan Kishore workman was working as Branch Manager at Faridabad, N.I.T. Branch during December, 1975. When Shri Shadi Lal the then Administrator and the witness visited the branch, Shri Udmiram had pointed out irregularity detected by him. They found certain irregularity and advance of Rs 28,000 against rules. When Shri Rattan Kishore is stated to have given undertaking about the recovery of that advance of Rs 28,000 or its payment by him as Ex. M-1. That amount was paid alongwith interest on 23rd December, 1975, and therefore, Shri Rattan Kishore workman was transferred to Head Office at Gurgaon on 3rd January, 1976, where he joined his duties on or about 12th January, 1976. He stated that resignation letter dated 5th January, 1976 Ex. M-2 was received by him from the Administrator and he made noting Ex-M-2/A on the resignation letter dated 16th January, 1976. He produced resolution dated 10th January, 1976 and exhibited a copy of the resolution as Ex-M-3 where by the resignation of the workman was accepted and intimation sent to the workman on 19th January, 1976. He further stated that no letter withdrawing resignation was received. In cross-examination he admitted the workman not to have embezzled the amount but alleged certain irregularities. He also stated that no charge-sheet was issued or served on the workman as he resigned his job voluntarily. He also exhibited as Ex. W-1 a booklet about service by-laws and further stated that resignation letter

was neither scribed in his presence nor delivered to him personally.

Shri Udmiram M.W.-2 stated that he inspected Faridabad NIT Branch and submitted his report as Ex. M-4. He stated that he verbally told the manager, head office about the irregularities detected by him during the inspection. He denied his relation with Shri Rattan Kishore workman to be strained. MW-3 Shri Shadi Lal the then Administrator of the Bank stated that the workman concerned delivered his resignation Ex-M. 2 to him on 15th January, 1976 which was already written and signed. On enquiry the Establishment Officer told him some house loan outstanding against Shri Rattan Kishore. He asked the workman to make mention of the loan in the resignation and to submit fresh resignation. The workman received back the resignation already delivered and scribed the resignation Ex-M. 2 and signed it in his presence and delivered it to him. On asking about one month's notice the workman drew attention to rule 33.4 of the rules of service whereby the requirement could be waived and he waived the requirement and instead of serving charge-sheet, for the irregularities preferred to take his resignation taking pity on the workman. He forwarded the resignation Ex. M-2 to the Manager who put it before him with his report Ex. M-2/A the next day and after waiting for withdrawal of the resignation upto 19th January, 1976. He accepted the resignation.—vide resolution copy Ex. M-3. He further stated that no co-ersion threat or undue influence was ever exercised by him on the workman for obtaining his resignation Ex. M-2. In cross-examination only 3 questions were put to the witness to which he replied that (i) Shri Udmiram never submitted the report of his inspection in writing before him, (ii) The condition of notice was waived by him. The letter copy Ex. W. 3 never came to his notice at any stage.

The workman in his evidence produced 4 witnesses and himself in support of his case and in defence of the case of the management. He produced Shri B. R. Sharma, Sectional Officer, Ministry of Shipping and Transport, Union of India at Delhi as WW-1 on 9th March, 1978, who stated that he is General Secretary of Purbhi Uttar Pradesh Vikas Samiti with Head Quarter at Delhi and branches at Faridabad, Sonepat, Gurgaon and Badarpur, i.e. satellite town

surrounding Delhi. He stated that Rickshaw Pullers were members of the Samiti and Samiti under took the work of getting them loans from State Bank of India and Syndicate Bank. In the end of 1975 the Samiti took decision to approach the Gurgaon Central Co-operative Bank for advance of loan to Rickshaw Pullers and he personally went to Gurgaon on 15th January, 1976, and met the Administrator of the Central Co-operative Bank in that connection. According to him the Administrator scolded and reproached Shri Rattan Kishore in harsh language squarely telling Shri Rattan Kishore to be a cheat, distrust and that he had embezzled bank money in his presence. He further stated that the Administrator threatened Shri Rattan Kishore with show of intention to call to police and picked up the receiver several times for giving a ring to the police station and finally asked Shri Rattan Kishore either to resign or to face the consequences by way of registration of a case in the police. The Administrator in fact handed over blank paper to Shri Rattan Kishore and dictated the resignation which Shri Rattan Kishore signed and handed over to the Administrator and then left along with another person who was sitting by his side. Shri Shadi Lal enquired him whether he had done the right thing to which the witness replied in the negative telling him that he was highly unjustified in taking the law into his own hand and abusing his authority. In cross-examination the witness named the other person sitting by the side of Shri Rattan Kishore as Bhan Singh and he stated that he did not find these persons talking with the Administrator immediately on his entry in room. He told that Rattan Kishore was not a member of Samiti and when he left the Administrator room he found Shri Rattan Kishore standing outside the room where he handed his visiting card and told him to call W-1 to depose the facts witnessed by him whenever so required. According to the witness Shri Rattan Kishore was telling the Administrator that whatever he did was in the benefit of the Bank and that he was not at fault but the workman was not given full opportunities to put in his version. On court enquiry the witness stated that he knew Shri Rattan Kishore to be a resident of Haryana but did not know before the meeting with the Administrator. The witness stated that Shri Rattan Kishore met him for the first time and the last only a month ago. When the workman asked him whether he would appear as his witness and depose what he had

seen and heard and replied in the affirmative. He did not make any complaint against the Administrator to any authority and told the details of incident for the first time in the Court.

Shri Karan Singh, WW-2 watchman did not say much except that he knew Shri Udmiram MW-2 and Shri Rattan Kishore, workman and having called Shri Rattan Kishore at the asking of Udmiram at about mid-night in December, 1975. In cross-examination he stated that he did not hear any talk between Shri Udmiram and Shri Rattan Kishore on that aforesaid night. MW-3 Shri Dhan Singh ex-Establishment Officer, Central Co-operative Bank, Gurgaon deposed on 9th May, 1978 that about one-and-half year ago he happened to be present in the office of Shri Shadi Ram Administrator. When Shri Rattan Kishore came and told Shri Shadi Lal in his presence that he had got the dispute of the Bank with the parties regarding Demand Draft settled. Shri Shadi Lal in turn told Shri Rattan Kishore that it would be better for him if he resigned. The witness intervened saying that there would be complication regarding recovery of loan advanced to Shri Rattan Kishore if he resigned. Shri Shadi Lal replied that Shri Rattan Kishore shall have to be prosecuted and case have to be registered in the police if Shri Rattan Kishore was retained in service. In cross-examination he stated that he did not remember the irregularities detected in the work of Shri Rattan Kishore and also did not know the back ground of the suggestion made by Shri Shadi Lal about the prosecution. He said that he did not remember if any person other than Shri Shadi Ram. Shri Rattan Kishore and WW-3 was present in the office of Shri Shadi Ram. On court enquiry he stated that Shri Rattan Kishore scribed in resignation in his presence and handed over to Shri Shadi Ram after he had told him the desirability in his own interest of submitting a resignation and further stated that Shri Shadi Ram did not use words while telling Shri Rattan Kishore the desirability of his submitting the resignation.

WW-4 Shri Shiv Charan, brother of the workman who exhibited documents Ex-6 an original of which is stated to have been sent by the witness to the Registrar, Co-operative Societies Chandigarh. In cross-examination the witness stated that the matter in the letter Ex. WX was got typed by him on the information given to him by Shri Rattan Kishore, workman and he

had no personal knowledge about the fact stated therein. Shri Rattan Kishore, workman appearing as his own witness WW-5 after making depositions about his joining the management on 1st June 1965 and the wages, etc., drawn by him stated that he happened to commit certain irregularities in the D. D. Accounts while being posted in Faridabad as Branch Manager in the year 1975. He admitted the detection of the irregularities by Shri Udmiram MW-2 during his inspection but alleged harrassment at the hands of Shri Udmiram after detection of irregularities even though he assured that the irregularities shall be rectified by way of clearance thereof by the parties concerned. The Demand Draft was cleared on or before 23rd December, 1975, after detection around 17th December, 1978. He stated that he was called through Shri Karan Singh, watchman, WW-2 at mid-night on 18th December, 1975, and threatened about getting a criminal case registered against him unless he paid him illegal gratification of Rs 25,000 for supressing the matter. The workman declined to pay the illegal gratification and returned to his residence on 12th December, 1975. MW-1 and MW-3 came to Faridabad Branch and the workman gave the undertaking in writing to the Administrator. Ex-M-1 about payment of Demand Draft and after the amount was paid he was immediately transferred to Gurgaon on 15th January, 1976. He was called by Shri Shadi Ram, Administrator in his office at about 1.30 p.m., and told him to resign to save himself from the action that the Administrator proposed to take for commission of irregularities in the matter of D. D. and said that if the workman did not do so the Administrator shall take legal strict action against him and ruin his life. He got up-set in view of what had been told to him by Shri Shadi Ram and because of the emergency Shri Shadi Ram directed resignation after handing over pen and ink he scribed resignation Ex-M-4 which he tendered at the time of his statement. The Administrator returned to him saying that he would write another legibly in the same language in the same scribed another resignation and handed over that letter to Shri Shadi Ram and retained Ex. M-4 with him. He came outside and submitted an application to Shri Shadi Ram on the next date withdrawing his resignation before it was accepted who refused to receive the application and the workman, therefore, sent that application under postal certificate Ex-W-5 and withdrawal application Ex-W-6, he stated that no charge-sheet

was served on him. In cross-examination he denied the suggestion that the resignation, withdrawal application Ex. W-6 was neither sent under postal certificate nor submitted in personally but admitted the detection of irregularities during the inspection of his work relating to advance of money to the parties over and above limits prescribed. He also admitted that cheques in sum of Rs. 6,000 delivered to him by the parties in satisfaction of their liabilities were found in his possession during the inspection when the same should have been sent for exchanging to the banks concerned and certain cheques duly signed by him to the banks concerned were found dishonoured. He admitted that he never made any complaint to any authority relating to demand of Rs. 25,000 illegal gratification by Shri Udmir Ram and denied the suggestion that the resignation was submitted voluntarily without any duress, influence, coercion or threat etc. being exercised on him.

After recording the evidence of the parties, arguments were heard by my learned Predecessor on 10th January, 1979 and he reserved his judgement. Before he could pass an order I was appointed Presiding Officer. Labour Court and having resumed my duties on 1st March, 1979. I fixed up the case for hearing arguments on 19th April, 1979. Both Shri Madhu Sudan representative for the workman and Shri S. L. Gupta, representative for the management argued the case on behalf of the parties. I have heard both the parties and gone through the records and the evidence produced by the parties. I give my issuewise findings as under :—

#### ISSUE No. 1

The workman is alleged to have tendered his resignation voluntarily on 15th January, 1976.—vide Exhibit M-2 and the same was accepted after due proceedings on 19th January, 1976.—vide Ex. M-3. MW-1 and MW-3 have testified about the resignation letter Ex. M-2. It has been asserted by M.W. 3 the Administrator that the resignation was submitted by the workman voluntarily and no coercion threat or undue influence was ever exercised for obtaining his resignation. He stated that no withdrawal letter or letter Ex. W-6 was received by the management. The workman in support of his allegation that the resignation was obtained from him under threat and undue pressure and coercion has examined Shri B. R. Sharma, S.O. in the Ministry of Shipping and Transport, Union of India as M.W.-1 who is the General Secretary of Purbi Uttar Pradesh Vikas Samiti and Shri Dhan Singh

Establishment Clerk of the management bank M.W.-3 his brother Shri Shiv Charan M.W. 4 and himself as M.W. 5. The evidence of his brother M.W.-4 is only to the effect that he submitted some representation to the Registrar Co-operative Societies, Chandigarh. No evidence has been produced to show except the statement of this witness that this letter was so delivered. This witness is an interested witness and cannot be relied upon. Shri Rattan Kishore in para No. 11 at page 8 of the claim-statement dated 13th August, 1977 has referred to Annexure D which is a copy of his representation dated 20th January, 1976 has not made mention of any representation made through this witness on 18th January, 1976 before Registrar, Co-operative Society. He has not said anything in his own statement about the representation alleged to have been submitted by his brother. M.W. 1 has stated so many things about scolding Shri Rattan Kishore in harsh language squarely telling him that he was a cheat and distrust and to have embezzled bank money but neither WW-3 nor the workman himself in their statement have supported him and it appears to be un-natural that an Administrator will talk with a subordinate in that fashion in the presence of some Samiti leader. The version of this witness that he found Shri Rattan Kishore standing outside the office of the Administrator and the W.W.-1 handing over his visiting card for calling him to depose in his favour appears to be an improvement made in the case and only an after thought as this version is also not supported by the workman himself. The workman has stated in his claim-statement,—vide para No. 4 that the letter of resignation was dictated to him in the room of Administrator itself. Due to nervous upset the letter could not be written up properly by him and the same had to be corrected and written up again. Both the letters of resignation were collected from him before he was allowed to leave this room. In his examination in chief he states that "he in fact dictated me resignation after handing over me pen and ink. I scribed the resignation Ex. W-4 which I hereby tendered in evidence in original and which I have submitted before the Administrator. He returned it to me saying that I should write another legibly in the same language. I scribed another resignation and handed over to Shri Shadi Ram and retained Ex. W-4 with me."

The statement of the workman contradicts the earlier version of the workman himself as made in para No. 4 of the claim-statement. M.W.-3 Shri Dhan Singh has not supported the version of WW-1 about calling Shri Rattan Kishore cheat or

distrust or to have embazzled bank money in the presence of WW-1 the office of the Administrator at the time. The resignation was obtained. He has not supported the version that Shri Shadi Ram threatened the workman or picked up the receiver of the telephone many times to ring in the Police. He has simply stated that it would be better for Shri Rattan Kishore if he resigned and Shri Shadi Ram said that if Shri Rattan Kishore was retained in service he shall have to be prosecuted and case shall have to be registered in the Police. He does not support the version of two resignation letters and he was denied the use of words desirability if Shri Rattan Kishore submitting his resignation. The evidence of the witness does not in any way show that any force or pressure was used to obtain the resignation or the workman was coerced to submit his resignation. At the most the Administrator might have advised the workman to think of his resigning as otherwise the management might have to register a case about the irregularities. In fact the workman has been making improvement in this version of the case. In the alleged withdrawal letter dated 16th January 1976 Ex. W-3 it has not been mentioned that on 16th January, 1976 the workman submitted an application before Shri Shadi Ram withdrawing resignation but the Administrator refused to receive the application, while this has been stated so in the last paragraph of his examination-in-chief as WW-3. Para 6 of the claim-statement also does not say anything about any representation being submitted to the Administrator and the Administrator to have refused to receive that representation. The language of Ex. W-3 in such that it does not inspire any credibility of such a withdrawal letter having been written and posted to the authorities if at all such a letter was written why the same was not sent under Registered A.D. post and sent under U.P.C. is not clear when his representation dated 7th February, 1976 is alleged to have been sent by the petitioner by registered post, acknowledgement due.—vide 6th line onwards of paragraph 11, page 8 and 9 of the claim-statement. The workman has stated at page 9 that he received an acknowledgement from the Administrator Gurgaon Central Co-operative Bank Ltd., Gurgaon but the same has not been

produced in this case. Even otherwise this representation even if sent was sent at a much belated stage. The language of the representation at Annexure D and E to the claim-statement and Ex W-3 are quite different in manner and language used therein and I have no doubt in holding that the resignation letter was tendered by the workman voluntarily when he came to know about the likely resignation of a case for irregularities committed by him and his resignation was accepted by the management on 19th January, 1976 before it was withdrawn. This issue is decided in favour of the management.

#### ISSUE No. 2

In view of my findings on issue No. 1 the question of termination of services of the workman does not arise. He resigned his post and resignation was accepted by the management and in this way the action of the management is justified and in order.

In these circumstances and in the light of the evidence and my issuewise findings as above I hold and answer the award that the workman resigned his post voluntarily and the resignation was duly accepted before it was withdrawn and no question of termination of the services by the management arose and the action of the management in accepting the resignation was justified and in order and he is not entitled to any further relief.

Dated the 29th May, 1979.

BABU RAM GOYAL,

Presiding Officer,  
Labour Court, Haryana, Rohtak.

Endorsement No. 1478, dated 16th June, 1979.

Four copies forwarded to the Secretary to Government of Haryana, Labour and Employment required under Section 15 of the Industrial Disputes Act.

BABU RAM GOYAL,

Presiding Officer,  
Labour Court, Haryana, Rohtak.

No. 11(112)-31, 15-79-7033 - In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workmen and the management of M/s. Jindal Strips Ltd., Delhi Road, Hissar.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT,  
HARYANA, ROHTAK

Reference No. 355 of 1978

SHRI BUDH NATH WORKMAN AND THE MANAGEMENT OF M/S JINDAL STRIPS LTD.  
DELHI ROAD, HISSAR.

*Present.—*

Sh. Tek Chand Gupta, for the workman.  
Sh. V. P. Gupta, for the management.

AWARD

By order No. ID/HSR/8/78/5574, dated 14th December, 1978 the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar and its workman Shri Budh Nath to this Court for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

"whether the termination of services of Shri Budh Nath was justified and in order ? If not to what relief is he entitled ?

On receipt of order of reference, notices were issued to the Parties. The parties appeared and filed Photostat copy of settlement, dated 19th March, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, Bonus, Earned leave wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Sh. Tek Chand, authorised representative who is General Secretary of Mazdoor Ekta Union, Hissar, also made the following statement :

"The workman has received his compensation for termination of his services and all other claims, from the management. He is no longer interested in reinstatement by the management and therefore does not want to pursue this reference. The reference may be filed."

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Budh Nath was justified and in order and he is not entitled to any further relief.

The 30th May, 1979

BABU RAM GOYAL,  
Presiding Officer,  
Labour Court Haryana,  
Rohtak.

Endst. No. 1356, dated the 8th June, 1979.

Forwarded (four copies) to the Secretary to Government of Haryana Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,  
Presiding Officer,  
Labour Court Haryana,  
Rohtak.

No. 11(112)-3Lab-79/7084.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947, (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the presiding Officer, Labour Court Rohtak in respect of the dispute between the workman and the management of M/s Jindal Strips Ltd. Delhi Road, Hissar.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT—  
HARYANA, ROHTAK

Reference No. 354 of 1978.

SHRI SOM NATH WORKMAN AND THE MANAGEMENT OF M/S JINDAL STRIPS LTD., DELHI  
ROAD, HISSAR

*Present.—*

Shri Tek Chand Gupta, for the workman.  
Sh. V. P. Gupta, for the management.

AWARD

By order No. ID/HSR/8/78/55738, dated 14th December, 1978 the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar and its workman Shri Som Nath to

this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

"Whether the termination of services of Shri Sori Nath was justified and in order ? If not, to what relief is he entitled ?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed Photostat copy of settlement, dated 8th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, Bonus, Earned Leave wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Sh. Tek Chand authorised representative who is General Secretary of Mazdoor Ekta Union Hissar, also made the following statement :

"The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in reinstatement by the management and therefore does not want to pursue this reference. The reference may be filed."

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Sori Nath was justified and in order and he is not entitled to any further relief.

The 30th May, 1979.

BABU RAM GOYAL,  
Presiding Officer,  
Labour Court Haryana,  
Rohtak.

Endst. No. 1355, dated 8th June, 1979  
Forwarded (four copies) to the Secretary to Government of Haryana Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act 1947.

BABU RAM GOYAL.  
Presiding Officer,  
Labour Court, Haryana.  
Rohtak.

No. 11(112)-3Lab-79/7085.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Jindal Strips Ltd., Delhi Road, Hissar.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,  
ROHTAK

Reference No. 324 of 1978

SHRI KANTA PARSHAD, WORKMAN AND THE MANAGEMENT OF M/S JINDAL STRIPS  
DELHI ROAD, HISSAR

Present.—

Shri Tek Chand Gupta, for the workman.  
Shri V. P. Gupta, for the management.

#### AWARD

By order No. 1D HSR 74—78 53588, dated 28th November, 1978 the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar and its workman Shri Kanta Parshad to this court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

"Whether the termination of services of Shri Kanta Parshad was justified and in order ? If not, to what relief is he entitled ?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed Photostat copy of settlement, dated 9th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, Bonus, Earned Leave wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Shri Tek Chand, authorised representative who is General Secretary of Mazdoor Ekta Union, Hissar, also made the following statement :—

"The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in reinstatement by the management and therefore does not want to pursue this reference. The reference may be filed."

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Kanta Parshad was justified and in order and he is not entitled to any further relief.

The 31st May, 1979.

BABU RAM GOYAL,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.

Endst. No. 1357, dated 8th June, 1979

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.

No. 11(112)-3Lab-79/7086.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Jindal Strips Ltd., Delhi Road, Hissar.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,  
ROHTAK

Reference No. 328 of 1978

SHRI SHIV NATH, WORKMAN AND THE MANAGEMENT OF M/S JINDAL STRIPS LTD.,  
DELHI ROAD, HISSAR

Present :—

Shri Tek Chand Gupta, for the workman.  
Shri V. P. Gupta, for the management.

#### AWARD

By order No. ID/HSR/88/78/55333, dated 13th December, 1978 the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar and its workman Shri Shiv Nath to this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

“Whether the termination of services of Shri Shiv Nath was justified and in order ? If not, to what relief is he entitled ?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed Photo-stat copy of settlement, dated 8th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, Bonus, Earned leave wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Shri Tek Chand, authorised representative who is General Secretary of Mazdoor Ekta Union, Hissar, also made the following statement :

“The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in re-instatement by the management and therefore does not want to pursue this reference. The reference may be filled.”

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Shiv Nath was justified and in order and he is not entitled to any further relief.

the 31st May, 1979.

BABU RAM GOYAL,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.

Endst. No. 1353, dated 3rd June, 1979

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.

The 27th June, 1979

No. 11(112)-3Lab-79/7087.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Jindal Strips Ltd., Delhi Road Hissar

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT,  
HARYANA ROHTAK

Reference No. 352 of 1978

SHRI RAM GUPTER, WORKMAN AND THE MANAGEMENT OF M/S JINDAL STRIPS LTD., DELHI ROAD, HISSAR

*Present :*

Shri Tek Chand Gupta, for the workman.

Shri V. P. Gupta, for the management.

#### AWARD

By Order No. ID/HSR/8/78/55726, dated 14th December, 1978 the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd. Hissar and its workman Shri Ram Gupter to this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947.

"Whether the termination of services of Shri Ram Gupter, was justified and in order? If not, to what relief is he entitled?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed Pho'o-stat copy of settlement dated, 7th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, Bonus, Earned leave wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Shri Tek Chand, authorised representative who is General Secretary of Mazdoor Ekta Union, Hissar, also made the following statement :

"The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in reinstatement by the management and therefore does not want to pursue this reference. The reference may be filed.

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Ram Gupter was justified and in order and he is not entitled to any further relief.

BABU RAM GOYAL,

Presiding Officer,

Labour Court, Haryana.

Rohtak.

Endst. No. 1354, dated 8th June, 1979

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,

Presiding Officer,

Labour Court, Haryana.

Rohtak.

No. 11(112)-3Lab-79/7098.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Jindal Strips Ltd., Delhi Road, Hissar.

**BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,  
ROHTAK**

Reference No. 332 of 1978

**SHRI SIDHARI, WORKMAN, AND THE MANAGEMENT OF M/S JINDAL STRIPS LTD.,  
DELHI ROAD, HISSAR**

**Present :**

Shri Tek Chand Gupta for the workman.

Shri V. P. Gupta, for the management.

**AWARD**

By order No. ID/HSR/77-78/54978, dated 5th December, 1978 the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar and its workman Shri Sidhari to this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947.

"Whether the termination of services of Shri Sidhari was justified and in order ? If not, to what relief is he entitled ?

On receipt of order of reference, notices were issued to the parties. The parties appeared and filed Photo-stat copy of settlement, dated 7th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, Bonus, Earned leave, wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Shri Tek Chand Gupta, authorised representative who is General Secretary to Mazdoor Ekta Union, Hissar, also made the following statement :—

"The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in re-instatement by the management and therefore does not want to pursue this reference. The reference may be filed."

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Sidhari was justified and in order and he is not entitled to any further relief.

The 31st May, 1979.

**BABU RAM GOYAL,**  
Presiding Officer,  
Labour Court, Haryana.

Endst. No. 1367, dated 8th June, 1979

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Department, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

**BABU RAM GOYAL,**  
Presiding Officer.  
Labour Court, Haryana,  
Rohtak.

No. 11(112)-3Lab-79/7100.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer Labour Court Rohtak, in respect of the dispute between the workman and the management of M/s Jindal Strips Ltd., Delhi Road, Hissar.

**BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER LABOUR COURT, HARYANA, ROHTAK**

Reference No. 320 of 1978

**SHRI RAM DHARI WORKMAN AND THE MANAGEMENT OF M/S JINDAL STRIPS LTD.,  
DELHI ROAD. HISSAR**

**Present:**

Sh. Tek Chand Gupta, for the workman.

Sh. V.P. Gupta, for the management.

**AWARD**

By order No. ID/HSR/74-78/53562, dated 28th November, 1978 the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar and its workman Shri Ram Dhari to this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947.

"Whether the termination of services of Sh. Ram Dhari was justified and in Order ? If not, to what relief is he entitled ?

On receipt of order of reference notices were issued to the parties. The parties appeared and filed Photo-stat copy of settlement, dated 9th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity, Bonus, Earned leave wages, and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for

reinstatement on 30th April, 1979. The parties appeared before me and Sh. Tek Chand Gupta authorised representative who is General Secretary to Mazdoor Ekta Union, Hissar, also made the following statement :

"The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in reinstatement by the management and therefore does not want to pursue this reference. The reference may be filed."

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Shri Ram Dhari was justified and in order and he is not entitled to any further relief.

The 31st May, 1979.

BABU RAM GOYAL,  
Presiding Officer,  
Labour Court, Haryana.

Endst. No. 1368, dated 8th June, 1979.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Deptt., Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL.  
Presiding Officer,  
Labour Court, Haryana,  
Rohtak.

**No. 11(112)-3 Lab-79/710J.**—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding-Officer, Labour Court, Rohtak in respect of the dispute between the workman and the management of M/s Jindal Strips Ltd., Delhi Road, Hissar.

BEFORE SHRI BABU RAM GOYAL, PRESIDING OFFICER, LABOUR COURT, HARYANA,  
ROHTAK

Reference No. 27 of 1979

SHRI RAM DASS, WORKMAN AND THE MANAGEMENT OF M/S JINDAL STRIPS LTD., DELHI ROAD,  
HISsar.

Present:

Sh. Tek Chand Gupta, for the workman.  
Sh. V.P. Gupta for the management.

#### AWARD

By order No. ID/HSR/87-78/3203, dated the 19th January, 1979 the Governor of Haryana referred the following dispute between the management of M/s Jindal Strips Ltd., Hissar and its workman Shri Ram, Dass to this Court, for adjudication in exercise of the powers conferred by clause (c) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947.

"Whether the termination of services of Sh. Ram Dass was justified and in order? If not, to what relief is he entitled ?

On receipt of order of reference notices were issued to the parties. The parties appeared and filed Photo stat copy of the settlement dated 7th February, 1979 arrived at between the parties under section 18 of the Industrial Disputes Act, 1947. As per settlement the management agreed to pay gratuity Bonus, Earned leave, wages and other wages outstanding, if any, to the workman and the workman agreed to withdraw his claim for reinstatement on 30th April, 1979. The parties appeared before me and Sh. Tek Chand Gupta, authorised representative who is General Secretary to Mazdoor Ekta Union, Hissar, also made the following statement :

"The workman has received his compensation for termination of his services and all other claim from the management. He is no longer interested in reinstatement by the management and therefore does not want to pursue this reference. The reference may be filed?"

In view of the settlement and the statement of the representative of the workman I answer the award that the termination of services of Sh. Ram Dass was justified and in order and he is not entitled to any further relief.

The 31st May, 1979.

BABU RAM GOYAL.  
Presiding Officer,  
Labour Court, Haryana.

Endst. No. 1371, dated 8th June, 1979.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Deptt., Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

BABU RAM GOYAL,  
Presiding Officer,  
Labour Court, Haryana, Rohtak.